



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

June 19, 2003

IN REPLY PLEASE

REFER TO FILE: PD-2

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**TELEGRAPH ROAD FROM PAINTER AVENUE TO LEFFINGWELL ROAD
AMENDMENT TO CITY OF SANTA FE SPRINGS-COUNTY COOPERATIVE
AGREEMENT NO. 72583
SUPERVISORIAL DISTRICTS 1 AND 4
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Chair to sign the amendment to Agreement No. 72583 with the City of Santa Fe Springs, which provides for the City to finance its increased jurisdictional share of the roadway improvements, now estimated to be \$195,000. In addition, the Interstate 5 Consortium Cities Joint Powers Authority is no longer participating to finance a portion of the cost of the widening and traffic signal synchronization work; the amendment indicates that this work will now be financed by the Los Angeles County Metropolitan Transportation Authority and the County. The total project cost is now estimated to be \$2,850,000 with the City of Santa Fe Springs' share being \$195,000, the County's share being \$1,445,000, and the Los Angeles County Metropolitan Transportation Authority's share being \$1,210,000. All other provisions of Agreement No. 72583 shall remain in full force and effect.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The County and the City of Santa Fe Springs propose to resurface and reconstruct the deteriorated roadway pavement on Telegraph Road from Painter Avenue to Colima Road. The work will also include the reconstruction of curb, gutter, sidewalk, driveways and alley intersections, and the construction of bus pads and drainage structures.

In conjunction with the aforementioned improvements, the County also proposes to widen the roadway pavement and synchronize traffic signals on Telegraph Road from Painter Avenue to Leffingwell Road, which is jurisdictionally shared with the County and the Cities of La Mirada and Santa Fe Springs. This additional work, which will be performed at no cost to the Cities, will be financed by the Los Angeles County Metropolitan Transportation Authority and the County.

Your Board's approval of the enclosed Amendment to Agreement No. 72583 is necessary for the City to finance its jurisdictional share of the cost of the roadway improvements, which has now increased to \$195,000. In addition, the Interstate 5 Consortium Cities Joint Powers Authority is no longer participating to finance a portion of the cost of the widening and traffic signal synchronization work; the Amendment indicates that this work will now be financed by the Los Angeles County Metropolitan Transportation Authority and the County.

Sections 1685 and 1803 of the California Streets and Highways Code provide that the Board of Supervisors of any county may enter into contracts or agreements with the legislative body of any city for the purposes of more efficient construction or repair of streets and roads within the city.

Implementation of Strategic Plan Goals

This action meets the County's Strategic Plan Goal of Service Excellence. By improving the subject roadway, residents of the City and the unincorporated area who travel on this street will benefit and their quality of life will be improved.

FISCAL IMPACT/FINANCING

The total project cost is now estimated to be \$2,850,000 with the City of Santa Fe Springs' share being \$195,000, the County's share being \$1,445,000, and the Los Angeles County Metropolitan Transportation Authority's share being \$1,210,000. The project is included in the Fiscal Year 2002-03 Proposition C Local Return Fund Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On February 1, 2000, Synopsis No. 49, your Board approved Agreement No. 72583 with the City of Santa Fe Springs to resurface and reconstruct the deteriorated roadway pavement on Telegraph Road from Painter Avenue to Colima Road including the widening of the roadway pavement and the synchronization of traffic signals on Telegraph Road from Painter Avenue to Leffingwell Road. Agreement No. 72583 provides for the County to perform the preliminary engineering and administer the construction of the project with the City to finance its jurisdictional share of the roadway improvements on Telegraph Road from Painter Avenue to Colima Road, which was initially estimated to be \$75,000. The City's actual cost will be based upon a final accounting after completion of the project.

Subsequent to the execution of Agreement No. 72583, the City of Santa Fe Springs requested construction of concrete pavement instead of asphalt pavement at the intersection of Telegraph Road and Carmenita Road. Construction bids for this work were opened on May 14, 2002, and, based on the low bid, the City's share of the cost of the roadway improvements has now increased to \$195,000. Accordingly, the enclosed Amendment to Agreement No. 72583 provides for the City to finance its increased jurisdictional share of the cost of the roadway improvements.

In addition, the Interstate 5 Consortium Cities Joint Powers Authority is no longer participating to finance a portion of the cost of the widening and traffic signal synchronization work. The Amendment indicates that this work will now be financed by the Los Angeles County Metropolitan Transportation Authority and the County.

All other provisions of Agreement No. 72583 shall remain in full force and effect. The Amendment to Agreement No. 72583 has been approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

The California Environmental Quality Act requires public agency decision makers to document and consider the environmental implications of their actions. On June 20, 2000, Synopsis 96, your Board adopted the Negative Declaration for the Telegraph Road from Painter Avenue to Leffingwell Road roadway and traffic signals improvements, which describes the subject project.

The Honorable Board of Supervisors
June 19, 2003
Page 4

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Telegraph Road is on the County's Highway Plan, and the proposed improvements are needed and of general County interest.

CONCLUSION

Enclosed are three copies of the Amendment to Agreement No. 72583, which have been approved by the City and approved as to form by County Counsel. Upon your approval, please return the two copies marked "CITY ORIGINAL" to Public Works for processing together with one approved copy of this letter. The copy marked "COUNTY ORIGINAL" is for your files.

Respectfully submitted,

JAMES A. NOYES
Director of Public Works

ESC:yr
C032111
P:\PDPUB\TEMP\PB&C NEW\BOARD LETTERS\TELEGRAP RD-AMEND AGMT.A.doc

Enc.

cc: Chief Administrative Office
County Counsel

AMENDMENT TO AGREEMENT NO. 72583

THIS AMENDMENT TO AGREEMENT, made and entered into by and between the CITY OF SANTA FE SPRINGS, a municipal corporation in the County of Los Angeles, hereinafter referred to as "CITY," and the COUNTY OF LOS ANGELES, a political subdivision of the State of California, hereinafter referred to as "COUNTY":

W I T N E S S E T H

WHEREAS, CITY and COUNTY have heretofore executed CITY-COUNTY Agreement No. 72583, dated February 1, 2000, hereinafter referred to as "AGREEMENT," regarding a cooperative project to resurface and reconstruct the deteriorated roadway pavement on Telegraph Road from Painter Avenue to Colima Road including the reconstruction of deteriorated curb, gutter, sidewalk, driveways, and alley intersections, the construction of wheelchair ramps and drainage structures, previously and hereinafter referred to as "IMPROVEMENTS"; and widening of the roadway pavement and synchronizing the traffic signals on Telegraph Road from Painter Avenue to Leffingwell Road, previously and hereinafter referred to as "ADDITIONS"; and

WHEREAS, subsequent to entering into AGREEMENT, CITY has requested construction of concrete pavement instead of asphalt pavement at the intersection of Telegraph Road and Carmenita Road, which work is now included in "IMPROVEMENTS"; and

WHEREAS, IMPROVEMENTS and ADDITIONS together were previously and hereinafter referred to as "PROJECT"; and

WHEREAS, PROJECT is within the jurisdictional limits of COUNTY and CITY; and

WHEREAS, PROJECT is of general interest to COUNTY and CITY; and

WHEREAS, under the terms of AGREEMENT No. 72583, CITY and COUNTY are to finance their respective jurisdictional shares of the COST OF IMPROVEMENTS ; and

WHEREAS, the Interstate 5 Consortium Cities Joint Powers Authority is no longer participating to finance a portion of the COST OF ADDITIONS; and

WHEREAS, COUNTY is willing to utilize Los Angeles County Metropolitan Transportation Authority funds and other COUNTY funds to finance the COST OF ADDITIONS; and

WHEREAS, COST OF PROJECT is now estimated to be Two Million Eight Hundred Fifty Thousand and 00/100 Dollars (\$2,850,000.00) with Metropolitan Transportation Authority reimbursement of One Million Two Hundred Ten Thousand and 00/100 Dollars (\$1,210,000.00), CITY'S share being One Hundred Ninety-five Thousand and 00/100 Dollars (\$195,000.00) and COUNTY'S share being One Million Four Hundred Forty-five Thousand and 00/100 Dollars (\$1,445,000.00); and

WHEREAS, CITY is to finance its jurisdictional share of the COST OF IMPROVEMENTS by assigning Seventy-five Thousand and 00/100 Dollars (\$75,000.00) in CITY'S available Federal Transportation Equity Act for the 21st Century Surface Transportation Program (STP) funds to the COUNTY and by using other CITY funds estimated at One Hundred Twenty Thousand and 00/100 Dollars (\$120,000.00); and

NOW, THEREFORE, CITY and COUNTY mutually agree to amend AGREEMENT as follows:

Section (1), paragraph b., is deleted and the following new paragraphs b. and c., are inserted; and paragraphs c., d., and e., are redesignated d., e., and f., respectively:

CITY AGREES

- b To assign Seventy-five Thousand and 00/100 Dollars (\$75,000.00) in CITY'S available STP funds to COUNTY to finance a portion of CITY'S jurisdictional share of the COST OF IMPROVEMENTS.

To deposit with COUNTY, upon execution of this AMENDMENT, sufficient CITY funds to finance the CITY'S remaining share of the COST OF IMPROVEMENTS estimated at One Hundred Twenty Thousand and 00/100 Dollars (\$120,000.00).

Section (3), paragraphs f., g., h., and i., are deleted and the following new paragraphs f., g., h., i., and j., are inserted. Paragraphs j., k., l., m., n., o., p., and q., are redesignated k., l., m., n., o., p., q., and r., respectively:

IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- f. That if at final accounting, after taking into account CITY'S assignment of STP funds, the amount of other CITY funds due COUNTY exceeds CITY'S deposit, as set forth in paragraph (1) c., above, CITY shall pay to COUNTY the additional amount upon demand. Said demand will consist of a billing invoice prepared by COUNTY. Conversely, if the required CITY funds are less than said deposit, COUNTY shall refund the difference to CITY.

- g. That if CITY'S payment, as set forth in paragraph (1) c., above, is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY, within thirty (30) calendar days after the date of said invoice, COUNTY is entitled to recover interest thereon beginning thirty (30) calendar days from the date of the invoice at the rate of interest specified in the General Services Agreement executed by the parties to this AGREEMENT currently in effect.
- h. That if CITY'S final payment, as set forth in paragraph (3) f., above, is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY, within thirty (30) calendar days after the date of said invoice, notwithstanding the provisions of Government Code, Section 907, COUNTY may satisfy such indebtedness, including interest thereon, from any funds of CITY on deposit with COUNTY, after giving notice to CITY of COUNTY'S intention to do so.

That if CITY'S payment, as set forth in paragraph (3) h., above, is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY, within thirty (30) calendar days after the date of said invoice, COUNTY is entitled to recover interest thereon beginning thirty (30) calendar days from the date of the invoice at the rate of interest specified in the General Services Agreement executed by the parties to this AGREEMENT currently in effect.

That if CITY'S payment, as set forth in paragraph (3) h., above, is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY, within thirty (30) calendar days after the date of said invoice, notwithstanding the provisions of Government Code, Section 907, COUNTY may satisfy such indebtedness, including interest thereon, from any funds of CITY on deposit with COUNTY, after giving notice to CITY of COUNTY'S intention to do so.

In all other respects, the provisions of AGREEMENT NO. 72583 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this AMENDMENT TO AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF SANTA FE SPRINGS on March 13, 2002, and by the COUNTY OF LOS ANGELES on _____, 2002

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
DEPUTY

APPROVED AS TO FORM

LLOYD W. PELLMAN
County Counsel

By Frankie Scott
DEPUTY

CITY OF SANTA FE SPRINGS

By Ronald Hines
MAYOR

ATTEST:

APPROVED AS TO FORM:

By Marilyn Carrick
CITY CLERK

By [Signature]
CITY ATTORNEY